

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
WESTERN DIVISION

CIGNA HEALTH AND LIFE)
INSURANCE COMPANY,)
A Connecticut Corporation,)

Plaintiff,)

vs.)

HMC/CAH CONSOLIDATED, INC.,)
a Delaware Limited Liability Company;)

CAH ACQUISITION COMPANY 6, LLC)
d/b/a I-70 COMMUNITY HOSPITAL, a)
Delaware Limited Liability Company;)

CAH ACQUISITION COMPANY#3, LLC)
d/b/a HORTON COMMUNITY)
HOSPITAL, a Delaware Limited Liability)
Company;)

CAH ACQUISITION COMPANY #5,)
LLC d/b/a HILLSBORO COMMUNITY)
HOSPITAL, a Delaware Limited Liability)
Company;)

CAH ACQUISITION COMPANY #2,)
LLC d/b/a OSWEGO COMMUNITY)
HOSPITAL, a Delaware Limited Liability)
Company;)

CAH ACQUISITION COMPANY 12, LLC)
d/b/a FAIRFAX COMMUNITY)
HOSPITAL, a Delaware Limited Liability)
Company;)

CAH ACQUISITION COMPANY 16, LLC)
d/b/a HASKELL COUNTY COMMUNITY)
HOSPITAL, a Delaware Limited Liability)
Company;)

Complaint for a Civil Case

Case No. _____

CAH ACQUISITION COMPANY #4, INC.)
d/b/a DRUMRIGHT REGIONAL)
HOSPITAL, an Oklahoma Corporation;)
)
CAH ACQUISITION COMPANY 7, LLC)
d/b/a PRAGUE COMMUNITY)
HOSPITAL, a Delaware Limited Liability)
Company;)
)
CAH ACQUISITION COMPANY 11,)
LLC d/b/a LAUDERDALE COMMUNITY)
HOSPITAL, a Delaware Limited Liability)
Company;)
)
CAH ACQUISITION COMPANY #1, LLC)
d/b/a WASHINGTON COUNTY)
HOSPITAL, a Delaware Limited Liability)
Company;)
)
and)
)
RURAL COMMUNITY HOSPITALS)
OF AMERICA, LLC d/b/a RCHA a)
West Virginia Limited Liability Company.)
)
Defendants)

COMPLAINT

COMES NOW Plaintiff Cigna Health and Life Insurance Company, and for its Complaint against Defendants HMC/CAH Consolidated, Inc., CAH Acquisition Company 6, LLC d/b/a I-70 Community Hospital, CAH Acquisition Company #3, LLC d/b/a Horton Community Hospital, CAH Acquisition Company #5, LLC d/b/a Hillsboro Community Hospital, CAH Acquisition Company #2, LLC d/b/a Oswego Community Hospital, CAH Acquisition Company 12, LLC d/b/a Fairfax Community Hospital, CAH Acquisition Company 16, LLC d/b/a Haskell County Community Hospital, CAH Acquisition Company #4, Inc. d/b/a Drumright Regional Hospital, CAH Acquisition Entity 7, LLC d/b/a Prague Community Hospital, CAH Acquisition Company 11, LLC d/b/a/ Lauderdale Community Hospital, CAH Acquisition

Company #1, LLC a/k/a Washington County Hospital, and Rural Community Hospitals of America, LLC d/b/a RCHA states and alleges as follows:

PARTIES, JURISDICTION AND VENUE

1. Plaintiff Cigna Health and Life Insurance Company ("CHLIC") is a Connecticut corporation with its principal place of business at 900 Cottage Grove Road, Bloomfield, Connecticut, 06002.

2. Defendant HMC/CAH Consolidated, Inc. ("HMC/CAH") is a Delaware corporation with its principal place of business at 1100 Main Street, Suite 2350, Kansas City, Missouri, 64105.

3. Defendant CAH Acquisition Company 6, LLC d/b/a I-70 Community Hospital ("I-70") is a Delaware limited liability company licensed to do business in Missouri.

4. Upon information and belief, none of I-70's members are citizens of Connecticut.

5. Defendant CAH Acquisition Company #3, LLC d/b/a Horton Community Hospital ("Horton"), is a Delaware limited liability company licensed to do business in Kansas.

6. Upon information and belief, none of Horton's members are citizens of Connecticut.

7. Defendant CAH Acquisition Company #5, LLC d/b/a Hillsboro Community Hospital ("Hillsboro") is a Delaware limited liability company that is licensed to do business in Kansas.

8. Upon information and belief, none of Hillsboro's members are citizens of Connecticut.

9. Defendant CAH Acquisition Company #2, LLC d/b/a Oswego Community Hospital ("Oswego") is a Delaware limited liability company that is licensed to do business in Kansas.

10. Upon information and belief, none of Oswego's members are citizens of Connecticut.

11. Defendant CAH Acquisition Company 12, LLC d/b/a Fairfax Community Hospital ("Fairfax") is a Delaware limited liability company that is licensed to do business in Oklahoma.

12. Upon information and belief, none of Fairfax's members are citizens of Connecticut.

13. Defendant CAH Acquisition company 16, LLC d/b/a Haskell County Community Hospital ("Haskell") is a Delaware limited liability company that is licensed to do business in Oklahoma.

14. Upon information and belief, none of Haskell's members are citizens of Connecticut.

15. Defendant CAH Acquisition Company #4, Inc. d/b/a Drumright Regional Hospital ("Drumright") is an Oklahoma corporation.

16. Drumright's principal place of business is 610 West Bypass, Drumright, Oklahoma 74030.

17. Defendant CAH Acquisition Entity 7, LLC d/b/a Prague Community Hospital ("Prague") is a Delaware limited liability company registered to do business in Oklahoma.

18. Upon information and belief, none of Prague's members are citizens of Connecticut.

19. Defendant CAH Acquisition Company 11, LLC a/k/a/ Lauderdale Community Hospital ("Lauderdale") is a Delaware limited liability company registered to do business in Tennessee.

20. Upon information and belief, none of Lauderdale's members are citizens of Connecticut.

21. Defendant CAH Acquisition Company #1, LLC a/k/a Washington County Hospital ("Washington") is a Delaware limited liability company licensed to do business in North Carolina.

22. Upon information and belief, none of Washington's members are citizens of Connecticut.

23. Defendant Rural Community Hospitals of America, LLC d/b/a RCHA ("RCHA") is a West Virginia limited liability company licensed to do business in Missouri.

24. Upon information and belief, none of RCHA's members are citizens of Connecticut.

25. Subject matter jurisdiction is proper in this Court pursuant to 28 U.S.C. § 1332, in that the matter in controversy exceeds the sum of \$75,000, exclusive of interests and costs, and complete diversity of citizenship exists between the plaintiff and the defendants.

26. To the extent the Court does not have jurisdiction pursuant to 28 U.S.C. § 1332, the court has jurisdiction under 28 U.S.C. § 1367, because any such claims are so related to the claims in this action that they form part of the same case or controversy.

27. Venue is proper in this Court pursuant to 28 U.S.C. § 1391(b), because a substantial part of the events or omissions giving rise to the claim occurred within this judicial district.

28. This Court has personal jurisdiction over the defendants because each of the defendants transacted business and/or made a contract within the state of Missouri.

FACTUAL BACKGROUND

29. CHLIC realleges and incorporates therein by reference paragraphs 1 through 28 as set forth above.

30. CHLIC issued insurance policies called Open Access Plus Medical Benefits, nos. 3338857-HRAF, HRAI and 3338857-HSAF, HSAI to HMC/CAH, effective June 1, 2015 ("the Medical Policies") to provide medical benefits¹ and pay eligible claims on behalf of certain Employees, their dependents, and COBRA participants. A true and accurate copy of the Medical Policies is attached as Exhibit A.

31. Under the Medical Policies, the first premium was due on the effective date of the policies. *See* Ex. A, p. 4.

32. CHLIC issued an insurance policy called Cigna Dental Preferred Provider Insurance, no. 3338857-DPPO, to HMC/CAH, effective June 1, 2015 ("the Dental Policy") to provide dental benefits and pay eligible claims on behalf of certain Employees, their dependents, and COBRA participants. A true and accurate copy of the Dental Policy is attached as Exhibit B.

33. Under the Dental Policy, the first premium was due on the effective date of the policy. *See* Ex. B., p 4.

34. Upon information and belief, CHLIC and HMC/CAH, at various points after the effective date of the policy, agreed to a weekly payment plan.

35. CHLIC and HMC/CAH executed a premium deferral arrangement, which permitted a 90 "grace period" for the payment of premiums from the premium due date (the first of each month). A true and accurate copy of this agreement is attached as Exhibit C ("the Premium Deferral Arrangement").

¹ The Medical Policies also included pharmacy benefits.

36. Pursuant to the Premium Deferral Arrangement, HMC/CAH would become liable for "all costs of collection, including court costs and reasonable attorneys' fees, incurred by CHLIC in enforcing its rights under the Policies" in the event of non-payment of any premium when due. *See* Ex. C, p. 2.

37. The Medical Policies and the Dental Policy were renewed in 2016. *See* Ex. D (the Medical Policies 2016 renewal) and Ex. E (the Dental Policy 2016 renewal).

38. The Medical Policies and the Dental Policy were renewed in 2017. *See* Ex. F (the Medical Policies 2017 renewal) and Ex. G (the Dental Policy 2017 renewal).

39. Upon information and belief, the Employees covered by the Medical Policies and the Dental Policy were employed by I-70, Horton, Hillsboro, Oswego, Fairfax, Haskell, Drumright, Prague, Lauderdale, Washington, or RCHA (collectively, "the Hospital Defendants").

40. Upon information and belief, portions of Employees' paychecks were withheld for contribution to the premiums associated with the period from June 1, 2017 through September 30, 2017 for the Medical Policies and Dental Policy.

41. Upon information and belief, COBRA premiums, paid fully by COBRA participants, were collected by one or more of the defendants and not remitted to CHLIC in association with the period of June 1, 2017 through September 30, 2017 for the Medical Policies and Dental Policy.

42. The full premiums due under the Medical Policies and the Dental Policy associated with the period from June 1, 2017 through September 30, 2017 were not received by CHLIC from HMC/CAH.

43. The total of the unpaid premiums associated with the period from June 1, 2017 through September 30, 2017 is \$1,340,736.25.

44. HMC/CAH cancelled the Medical Policies and the Dental Policy as of September 30, 2017. See Ex. H.

45. On November 16, 2017, CHLIC requested that HMC/CAH pay the \$1,340,736.25 in unpaid premiums. Ex. I.

46. On December 7, 2017, CHLIC requested that HMC/CAH pay the \$1,340,736.25 in unpaid premiums. Ex. J.

47. To date, the amount in unpaid premiums associated with the period from June 1, 2017 through September 30, 2017 remains at \$1,340,736.25.

48. CHLIC therefore brings this action to recover the unpaid premiums due under the Medical Policies and the Dental Policy and/or the Medical Policies and the Dental Policy as modified by the Premium Deferral Arrangement.

COUNT I – BREACH OF CONTRACT: HMC/CAH

49. CHLIC realleges and incorporates therein by reference paragraphs 1 through 48 as set forth above.

50. The Medical Policies and the Dental Policy were valid, mutual agreements between CHLIC and HMC/CAH.

51. Pursuant to the Medical Policies and the Dental Policy, HMC/CAH agreed to remit premiums in exchange for medical and dental insurance coverage for the Hospital Defendants' eligible employees, their dependents, and COBRA participants ("Eligible Plan Participants").

52. The Medical Policies and the Dental Policy were each supported by sufficient consideration and were valid contracts.

53. CHLIC performed all of its obligations under the Medical and Dental Policies by providing coverage and benefits on behalf of the Eligible Plan Participants.

54. HMC/CAH breached the Medical Policies and/or the Medical Policies as modified by the Premium Deferral Arrangement when it failed to pay the full premiums associated with the period from June 1, 2017 through September 30, 2017.

55. HMC/CAH breached the Dental Policy and/or the Dental Policy as modified by the Premium Deferral Arrangement when it failed to pay the full premiums associated with the period from June 1, 2017 through September 30, 2017.

56. As a result of HMC/CAH's breach, CHLIC has been harmed in the amount of \$1,340,736.25—the amount of the unpaid premiums.

COUNT II – UNJUST ENRICHMENT

57. CHLIC realleges and incorporates therein by reference paragraphs 1 through 56 as set forth above.

58. Eligible Plan Participants of the Hospital Defendants were covered by the Medical Policies.

59. Eligible Plan Participants of the Hospital Defendants were covered by the Dental Policy.

60. Certain Eligible Plan Participants of the Hospital Defendants received benefits under the Medical Policies.

61. Certain Eligible Plan Participants of the Hospital Defendants received benefits under the Dental Policy.

62. CHLIC conferred a benefit on each of the Hospital Defendants by providing coverage to the Hospital Defendants and by paying benefits on behalf of Eligible Plan Participants of the Hospital Defendants from June 1, 2017 through September 30, 2017.

63. The Hospital Defendants appreciated and retained this benefit to the extent their Eligible Plan Participants had coverage under the Medical Policies and Dental Policy during this time and to the extent that benefits under the Medical Policies or the Dental Policy were provided on behalf of Eligible Plan Participants from June 1, 2017 through September 30, 2017.

64. Defendants did not pay the premiums due under the Medical Policies and did not pay the premiums due under the Dental Policy associated with the period from June 1, 2017 through September 30, 2017.

65. The Hospital Defendants' acceptance and retention of the benefits described in paragraphs 57 to 64 of this Complaint without payment of the premiums to CHLIC is inequitable.

66. Because their Eligible Plan Participants were covered by the Medical Policies and the Dental Policy, and some of their Eligible Plan Participants additionally received benefits under the Medical Policies and/or the Dental Policy, Defendants are unjustly enriched by receiving these benefits without paying the premiums associated with the period from June 1, 2017 through September 30, 2017.

67. In addition to the unpaid premiums attributable to HMC/CAH,² the unpaid premiums attributable to each of the Hospital Defendants under the Medical Policies and the Dental Policy associated with the period from June 1, 2017 through September 30, 2017 are:

i. I-70: \$132,311.35

² The amount attributable to HMC/CAH is \$1,918.86 for COBRA coverage.

- ii. Drumright: \$91,924.46
- iii. Fairfax: \$77,701.95
- iv. Haskell: \$81,521.81
- v. Hillsboro: \$130,826.22
- vi. Horton: \$89,528.56
- vii. Lauderdale: \$227,426.87
- viii. Oswego: \$82,675.16
- ix. Prague: \$89,723.76
- x. Washington: \$145,905.19
- xi. RCHA: \$189,236.06

68. The Hospital Defendants are jointly and severally liable with HMC/CAH for the amounts listed in Paragraph 67 to the extent they were unjustly enriched by the receipt of benefits without payment of the premiums associated with the period from June 1, 2017 through September 30, 2017.

DESIGNATION OF PLACE OF TRIAL

69. Plaintiff designates the United States District Court for the District of Missouri in Kansas City, Missouri as the location for the trial in this manner.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff Cigna Health and Life Insurance Company ("CHLIC") prays for judgment against Defendants, for:

(a) Monetary damages in an amount of \$1,340,736.25 from Defendant HMC/CAH for the premiums owed under the Medical Policies and the Dental Policy; and

(b) Monetary damages as follows from Defendants HMC/CAH Consolidated, Inc., CAH Acquisition Company 6, LLC d/b/a I-70 Community Hospital, CAH Acquisition Company #3, LLC d/b/a Horton Community Hospital, CAH Acquisition Company #5, LLC d/b/a Hillsboro Community Hospital, CAH Acquisition Company #2, LLC d/b/a Oswego Community Hospital, CAH Acquisition Company 12, LLC d/b/a Fairfax Community Hospital, CAH Acquisition Company 16, LLC d/b/a Haskell County Community Hospital, CAH Acquisition Company #4, Inc. d/b/a Drumright Regional Hospital, CAH Acquisition Entity 7, LLC d/b/a Prague Community Hospital, CAH Acquisition Company 11, LLC a/k/a/ Lauderdale Community Hospital, CAH Acquisition Company #1, LLC a/k/a Washington County Hospital, and Rural Community Hospitals of America, LLC d/b/a RCHA stemming from their unjust enrichment:

i.	I-70:	\$132,311.35
ii.	Drumright:	\$91,924.46
iii.	Fairfax:	\$77,701.95
iv.	Haskell:	\$81,521.81
v.	Hillsboro:	\$130,826.22
vi.	Horton:	\$89,528.56
vii.	Lauderdale:	\$227,426.87
viii.	Oswego:	\$82,675.16
ix.	Prague:	\$89,723.76
x.	Washington:	\$145,905.19
xi.	RCHA:	\$189,236.06
xii.	HMC/CAH	\$1,918.86

(c) Attorneys' fees incurred or expended by CHLIC;

- (d) Costs and expenses incurred or expended by CHLIC;
- (e) Pre- and post-judgment interest at the maximum rate permitted by law; and
- (f) Such other and further relief as this Court deems just and proper.

Dated: March 8, 2018

Respectfully submitted,

By: /s/ Jessica L. Pixler
Jere D. Sellers MO# 44505
Jessica L. Pixler MO# 68782
STINSON LEONARD STREET LLP
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Attorneys for Plaintiff

EXHIBIT A

*Mailing Address: Hartford, Connecticut 06152
Home Office: Bloomfield, Connecticut*

CIGNA HEALTH AND LIFE INSURANCE COMPANY

POLICYHOLDER: HMC/CAH Consolidated, Inc.

ADDRESS: Kansas City, Missouri

ACCOUNT/GROUP NUMBER: 3338857

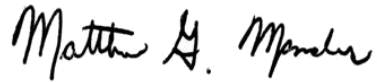
<u>Group Insurance Policy and Policy Number</u>	<u>Effective Date</u>	<u>Anniversary Date</u>
OPEN ACCESS PLUS MEDICAL BENEFITS 3338857-HRAF, HRAI	06/01/2015	06/01
OPEN ACCESS PLUS MEDICAL BENEFITS 3338857-HSAF, HSAI	06/01/2015	06/01

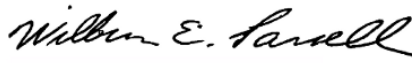
These policies are issued in Missouri and shall be governed by its laws.

This Policy contains the terms under which the Insurance Company agrees to insure certain Employees and pay benefits.

The Insurance Company and the Policyholder have agreed to all of the terms of this policy.


Anna Krishtul, Corporate Secretary


Matthew G. Manders, President


Wilbur E. Parsell, Registrar

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THE INSURANCE SCHEDULE

The terms set forth herein and in the Certificate(s) listed below describe the insurance underwritten by the Insurance Company. These Certificates are included in and made a part of the policy(ies). Each Certificate is identified by a Certificate Number (CN).

Any reference in the certificate to "you" or "yours" refers to the Employee.

An Employee in any of the classes shown below may be insured but only for the policy(ies) listed for his Employee Class. The Effective Date shown below is the date on which a policy becomes effective for an Employee Class.

An Employee will become eligible and insured in accordance with the terms of the "Eligibility" and "Effective Date" sections of the Certificate.

GROUP POLICY(IES)		EMPLOYEE CLASS	
<u>Certificate Number</u>	<u>Policy(ies)</u>	<u>Eligible Employees</u>	<u>Effective Date</u>
CN001	OPEN ACCESS PLUS MEDICAL BENEFITS 3338857-HRAF, HRAI	Each Employee as reported to the insurance company by your Employer	06/01/2015
CN002	OPEN ACCESS PLUS MEDICAL BENEFITS 3338857-HSAF, HSAI	Each Employee as reported to the insurance company by your Employer	06/01/2015

PREMIUMS

PREMIUM PAYMENT. The first premium will be due on the Effective Date. After that, premium will be due monthly unless the Policyholder and the Insurance Company agree on some other method of premium payment. The Policyholder and the Insurance Company may agree to change the method of premium payment from time to time. Premiums are payable at the Home Office of the Insurance Company or to an authorized agent of the Insurance Company.

PREMIUM DUE DATE. After the Effective Date, the Premium Due Date will be the first of the month. The Anniversary Date will be the first of the month when the policy becomes effective. If the Policyholder and the Insurance Company agree that premiums will be paid on a quarterly, semiannual or annual basis, the Premium Due Date will be at the appropriate regular interval, quarterly, semiannually or annually. Premiums must be received at the Home Office or by an authorized agent of the Insurance Company on the Premium Due Date or the policy will be cancelled except as set forth in the Grace Period.

MONTHLY STATEMENT DATE. If premiums are to be paid monthly, the Monthly Statement Date will be the same as the Premium Due Date. If premiums are to be paid on a quarterly, semiannual or annual basis, the Monthly Statement Date will be the day in each month with the same number as the Premium Due Date.

MONTHLY PREMIUM STATEMENT. If premiums are due monthly, a Monthly Premium Statement will be prepared as of the Premium Due Date. This Monthly Premium Statement will show the premium due. If premiums are due quarterly, semiannually or annually, a Monthly Premium Statement will be prepared as of the Monthly Statement Date for the time from the Monthly Statement Date to the next Premium Due Date. This Monthly Statement will reflect any pro rata premium charges and credits due to changes in the number of insured persons and changes in insurance amounts that took place in the preceding month.

SIMPLIFIED ACCOUNTING. To simplify the accounting process, premium adjustments will be made on the Monthly Statement Date that is the same as or next follows the date that:

- A person becomes insured.
- The amount of insurance on a person changes, but not due to a revision of The Schedule.
- A person ceases to be insured.

MONTHLY PREMIUM RATE FOR MEDICAL EXPENSE INSURANCE. The monthly premium rate for Medical Expense Insurance is determined by written agreement between the Policyholder and Cigna Health and Life Insurance Company.

MEDICAL EXPENSE INSURANCE PREMIUM. The monthly premium for Medical Expense Insurance will be calculated as follows:

- Multiply the number of Employees insured on the Premium Due Date in each rate class by the premium rate in effect on that date for that class.
- Add the results.

CHANGE IN METHOD OF PREMIUM PAYMENT. If premiums are to be paid other than monthly, the method of calculation is the same. However, the rate for each class is first changed to quarterly, semiannual or annual rates by multiplying them by 2.9852, 5.9557 or 11.8227, respectively. All results are taken to the nearer cent. If the Policyholder and the Insurance Company agree to a change in the method of premium payment or to a change in the Anniversary Date, a pro rata adjustment will be made in the premium due.

CHANGES IN PREMIUM RATES. Any premium rate may be changed by the Insurance Company from time to time with at least 31 days advance written notice. No such change will be made until 12 months after the Effective Date. An increase will not be made more often than once in a 12-month period. If an increase in premium rates takes place on a date that is not a Premium Due Date, a pro rata premium will be due on the date of the increase. The pro rata premium will apply for the increase from the date of the increase to the next Premium Due Date. If a decrease in premium rates takes place on a date that is not a Premium Due Date, a pro rata credit will be granted. The pro rata credit will apply for the decrease from the date of the decrease to the next Premium Due Date.

The Insurance Company may change rates immediately if, following the latter of the effective date or renewal date, the enrolled population either increases or decreases by 10% or more.

As of any Anniversary Date after the policy has been in force for 12 months, the Insurance Company may grant a credit in such amount as it may determine, based on experience. The experience under this policy may be combined with the experience under other contracts issued by the Insurance Company or its affiliates and covering the policyholder or its employees.

The Insurance Company may change rates immediately if, in its opinion, its liability is altered by any change in state or federal law or by a revision in the insurance under the policy. Any such change in rates will take effect on the effective date of the change in law or change in the insurance.

The experience for the insurance under this policy for persons who are age 65 or older and for whom Medicare is primary payer to this plan may be combined with the experience under the other policies issued by the Insurance Company providing similar insurance for such persons.

Experience for Pooled Coverage under this policy may be combined with the experience for coverage which is deemed pooled under other group insurance policies providing similar insurance issued by the Insurance Company.

POOLED COVERAGE. Pooled Coverage means any benefits paid for a person in a policy year while this coverage is in force after benefits totaling \$100,000 have already been paid in that year for him.

CANCELLATION OF POLICY

The Policyholder may cancel the policy as of any Premium Due Date by giving written notice to the Insurance Company before the date.

The Insurance Company may cancel the policy due to the following reasons only:

- with at least 90 days prior written notice, if the Insurance Company ceases to offer coverage of this type. The Insurance Company will offer the Employer the option to purchase any other health insurance coverage the Insurance Company currently offers in the large group market;
- immediately, if the Employer has performed an act or practice that constitutes fraud or has intentionally misrepresented a material fact;
- with at least 180 days prior notice to the Missouri Director of Insurance and the Employer, if the Insurance Company withdraws from the health insurance market;
- in accordance with any applicable state law, if it is determined that the size of the Employer group has changed, making such group eligible for a guaranteed issued small group product.

Coverage will cease at midnight on the date on which termination occurs, unless otherwise stated above.

Uniform Modification of Coverage. At renewal, the provisions of this policy may be modified to reflect product revisions which have been uniformly made to this product.

GRACE PERIOD. If, before a Premium Due Date, the Policyholder has not given written notice to the Insurance Company that the policy is to be canceled, a Grace Period of 31 days will be granted for the payment of each premium after the initial premium. The policy will stay in effect during that time. If any premium is not received at the home office or by an authorized agent of the Insurance Company by the end of the Grace Period, the policy will automatically be canceled at the end of the Grace Period; except that, if the Policyholder has given written notice in advance of an earlier date of cancellation, the policy will be canceled as of the earlier date. The Policyholder will be liable to the Insurance Company for any unpaid premium for the time the policy was in force.

MISCELLANEOUS PROVISIONS

EXECUTION OF POLICY. The policy is executed at the Home Office of the Insurance Company. The Post Office address of the Insurance Company is Hartford, Connecticut.

CONSIDERATION. The policy is issued to the Policyholder in consideration of the application and payment of premiums.

INSURANCE DATA. The Policyholder will give the Insurance Company all of the data that it needs to calculate the premium and all other data that it may reasonably require. Failure of the Policyholder to give this data will not void or continue an Employee's insurance. The Insurance Company has the right to examine the Policyholder's records relative to these benefits at any reasonable time while the policy is in effect. It also has this right until all rights and obligations under the policy are finally determined.

MALE PRONOUN. The male pronoun as used herein will be deemed to include the female.

ADDITIONAL PROGRAMS. The Insurance Company may, from time to time, offer or arrange for various entities to offer discounts, benefits or other consideration to Employees for the purpose of promoting their general health and well being. Contact the Insurance Company for details of these programs.

MEDICAL CONVERSION PRIVILEGE

COST OF CONVERSION. In the event an eligible insured Employee or Dependent elects to be insured under an individual policy of medical care benefits (called a Converted Policy), in addition to the premium charged to the insured, the Insurance Company charges its group customers a one-time fee per each Conversion Policy issued.

The fee is due and payable upon issuance of coverage, and the charge may not be passed on to the applying individual or dependents.

The Insurance Company reserves the right to change the fee. If the fee changes, it will be effective on the policy anniversary date, and you will be notified in advance.

PROVISIONS

ENTIRE CONTRACT. The entire contract will be made up of the policy, the application of the Policyholder, a copy of which is attached to the policy and all subsequent versions of the policy, and the applications, if any, of the Employees; the certificate of insurance; and any policy amendments or certificate riders.

POLICY CHANGES. Changes may be made in the policy only by amendment signed by the Policyholder and by the Insurance Company acting through its President, Vice President, Secretary, or Assistant Secretary. No agent may change or waive any terms of the policy.

STATEMENTS NOT WARRANTIES. All statements made by the Policyholder or by an insured Employee will, in the absence of fraud, be deemed representations and not warranties. No statement made by the Policyholder or by the Employee to obtain insurance will be used to avoid or reduce the insurance unless it is made in writing and is signed by the Policyholder or the Employee and a copy is sent to the Policyholder, the Employee or his Beneficiary.

NOTICE OF CLAIM. Written notice of claim must be given to the Insurance Company within 30 days after the occurrence or start of the loss on which claim is based.

If notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written notice was given as soon as was reasonably possible.

CLAIM FORMS. When the Insurance Company receives the notice of claim, it will give to the claimant, or to the Policyholder for the claimant, the claim forms it uses for filing proof of loss. If the claimant does not get these claim forms within 15 days after the Insurance Company receives notice of claim, he will be considered to have met the proof of loss requirements if he submits written proof of loss within 180 days after the date of loss. This proof must describe the occurrence, character and extent of the loss for which claim is made.

PROOF OF LOSS. Written proof of loss must be given to the Insurance Company within 180 days after the date of the loss for which claim is made. If written proof of loss is not given in that time, the claim will not be invalidated nor reduced if it is shown that written proof of loss was given as soon as was reasonably possible.

PHYSICAL EXAMINATION. The Insurance Company, at its own expense, will have the right to examine any person for whom claim is pending as often as it may reasonably require.

LEGAL ACTIONS. No action at law or in equity will be brought to recover on the policy until at least 60 days after proof of loss has been filed with the Insurance Company. No action will be brought at all unless brought within 3 years after the time within which proof of loss is required by the policy.

TIME LIMITATIONS. If any time limit set forth in the policy for giving notice of claim or proof of loss, or for bringing any action at law or in equity is less than that permitted by the law of the state in which the Employee lives when the policy is issued, then the time limit provided in the policy is extended to agree with the minimum permitted by the law of that state.

CERTIFICATES. The Insurance Company will issue to the Policyholder for delivery to each insured Employee an individual certificate. The Policyholder will be responsible for distributing the certificates to its Employees. The certificate will show the benefits provided under the policy. It will set forth any changes in benefits due to age and to whom benefits will be paid. Nothing in the certificate will change or void the terms of the policy.

NOTICE OF TERMINATION OF ELIGIBILITY. Written notice of the termination of eligibility of any Employee or Dependent must be given to the Insurance Company within (60) days of the loss of eligibility. If such notice is not received by the Insurance Company within (60) days of the date of loss of eligibility for an Employee or Dependent, then the Employer shall be responsible for all claims for that Employee or Dependent incurred through the (60th) day prior to the Insurance Company's receipt of notice of termination of eligibility for the Employee or Dependent.

EXHIBIT B

*Mailing Address: Hartford, Connecticut 06152
Home Office: Bloomfield, Connecticut*

CIGNA HEALTH AND LIFE INSURANCE COMPANY

POLICYHOLDER: HMC/CAH Consolidated, Inc.

ADDRESS: Kansas City, Missouri

ACCOUNT/GROUP NUMBER: 3338857

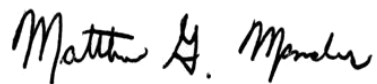
<u>Group Insurance Policy and Policy Number</u>	<u>Effective Date</u>	<u>Anniversary Date</u>
CIGNA DENTAL PREFERRED PROVIDER INSURANCE 3338857-DPPO	06/01/2015	06/01

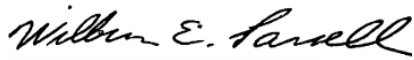
This policy is issued in Missouri and shall be governed by its laws.

This Policy contains the terms under which the Insurance Company agrees to insure certain Employees and pay benefits.

The Insurance Company and the Policyholder have agreed to all of the terms of this policy.


Anna Krishtul, Corporate Secretary


Matthew G. Manders, President


Wilbur E. Parsell, Registrar

POLICY CONTENTS

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CERTIFICATE CONTENTS

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EFFECTIVE DATE	Certificate
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BENEFITS Dental Insurance	Certificate
GENERAL LIMITATIONS.....	Certificate
COORDINATION OF BENEFITS.....	Certificate
PAYMENT OF BENEFITS.....	Certificate
TERMINATION OF INSURANCE	Certificate
DEFINITIONS	Certificate

THE INSURANCE SCHEDULE

The terms set forth herein and in the Certificate(s) listed below describe the insurance underwritten by the Insurance Company. These Certificates are included in and made a part of the policy(ies). Each Certificate is identified by a Certificate Number (CN).

Any reference in the certificate to "you" or "yours" refers to the Employee.

An Employee in any of the classes shown below may be insured but only for the policy(ies) listed for his Employee Class. The Effective Date shown below is the date on which a policy becomes effective for an Employee Class.

An Employee will become eligible and insured in accordance with the terms of the "Eligibility" and "Effective Date" sections of the Certificate.

GROUP POLICY(IES)		EMPLOYEE CLASS	
<u>Certificate Number</u>	<u>Policy(ies)</u>	<u>Eligible Employees</u>	<u>Effective Date</u>
CN003	CIGNA DENTAL PREFERRED PROVIDER INSURANCE 3338857-DPPO	Each Employee as reported to the insurance company by your Employer	06/01/2015

PREMIUMS

PREMIUM PAYMENT. The first premium will be due on the Effective Date. After that, premium will be due monthly unless the Policyholder and the Insurance Company agree on some other method of premium payment. The Policyholder and the Insurance Company may agree to change the method of premium payment from time to time. Premiums are payable at the Home Office of the Insurance Company or to an authorized agent of the Insurance Company.

PREMIUM DUE DATE. After the Effective Date, the Premium Due Date will be the first of the month. The Anniversary Date will be the first of the month when the policy becomes effective. If the Policyholder and the Insurance Company agree that premiums will be paid on a quarterly, semiannual or annual basis, the Premium Due Date will be at the appropriate regular interval, quarterly, semiannually or annually. Premiums must be received at the Home Office or by an authorized agent of the Insurance Company on the Premium Due Date or the policy will be cancelled except as set forth in the Grace Period.

MONTHLY STATEMENT DATE. If premiums are to be paid monthly, the Monthly Statement Date will be the same as the Premium Due Date. If premiums are to be paid on a quarterly, semiannual or annual basis, the Monthly Statement Date will be the day in each month with the same number as the Premium Due Date.

MONTHLY PREMIUM STATEMENT. If premiums are due monthly, a Monthly Premium Statement will be prepared as of the Premium Due Date. This Monthly Premium Statement will show the premium due. If premiums are due quarterly, semiannually or annually, a Monthly Premium Statement will be prepared as of the Monthly Statement Date for the time from the Monthly Statement Date to the next Premium Due Date. This Monthly Statement will reflect any pro rata premium charges and credits due to changes in the number of insured persons and changes in insurance amounts that took place in the preceding month.

SIMPLIFIED ACCOUNTING. To simplify the accounting process, premium adjustments will be made on the Monthly Statement Date that is the same as or next follows the date that:

- A person becomes insured.
- The amount of insurance on a person changes, but not due to a revision of The Schedule.
- A person ceases to be insured.

MONTHLY PREMIUM RATE FOR DENTAL INSURANCE. The monthly premium rate for Dental Insurance is determined by written agreement between the Policyholder and Cigna Health and Life Insurance Company.

DENTAL INSURANCE PREMIUM. The monthly premium for Dental Insurance will be calculated as follows:

- Multiply the number of Employees insured on the Premium Due Date in each rate class by the premium rate in effect on that date for that class.
- Add the results.

CHANGE IN METHOD OF PREMIUM PAYMENT. If premiums are to be paid other than monthly, the method of calculation is the same. However, the rate for each class is first changed to quarterly, semiannual or annual rates by multiplying them by 2.9852, 5.9557 or 11.8227, respectively. All results are taken to the nearer cent. If the Policyholder and the Insurance Company agree to a change in the method of premium payment or to a change in the Anniversary Date, a pro rata adjustment will be made in the premium due.

CHANGES IN PREMIUM RATES. Any premium rate may be changed by the Insurance Company from time to time with at least 31 days advance written notice. No such change will be made until 12 months after the Effective Date. An increase will not be made more often than once in a 12-month period. If an increase in premium rates takes place on a date that is not a Premium Due Date, a pro rata premium will be due on the date of the increase. The pro rata premium will apply for the increase from the date of the increase to the next Premium Due Date. If a decrease in premium rates takes place on a date that is not a Premium Due Date, a pro rata credit will be granted. The pro rata credit will apply for the decrease from the date of the decrease to the next Premium Due Date.

The Insurance Company may change rates immediately if, following the latter of the effective date or renewal date, the enrolled population either increases or decreases by 10% or more.

As of any Anniversary Date after the policy has been in force for 12 months, the Insurance Company may grant a credit in such amount as it may determine, based on experience. The experience under this policy may be combined with the experience under other contracts issued by the Insurance Company or its affiliates and covering the policyholder or its employees.

The Insurance Company may change rates immediately if, in its opinion, its liability is altered by any change in state or federal law or by a revision in the insurance under the policy. Any such change in rates will take effect on the effective date of the change in law or change in the insurance.

CANCELLATION OF POLICY

The Policyholder may cancel the policy as of any Premium Due Date by giving written notice to the Insurance Company before the date.

The Insurance Company may cancel the policy due to the following reasons only:

- with at least 90 days prior written notice, if the Insurance Company ceases to offer coverage of this type, in accordance with applicable state or federal law;
- as of any Premium Due Date, if the premium is not received at the Home Office or by an authorized agent of the Insurance Company when due;
- immediately, if the Employer has performed an act or practice that constitutes fraud or has intentionally misrepresented a material fact;
- as of any Premium Due Date, if the number of insured Employees or if the number of insured Dependents fails to meet the minimum required per group participation rules; or for failure to comply with any other material plan provision relating to Employer contributions or group participation rules;
- if the Insurance Company withdraws from the health insurance market with prior written notice and in accordance with applicable state or federal law;
- in accordance with any applicable state law, if it is determined that the size of the Employer group has changed, making such group eligible for a guaranteed issued small group product;
- in accordance with any applicable state or federal law, if prior notice is given to the Employer;
- as to an Employer member of an association to which this policy is issued, when the Employer's membership in the association ceases, in accordance with applicable state or federal law.

Coverage will cease at midnight on the date on which termination occurs, unless otherwise stated above.

Uniform Modification of Coverage. At renewal, the provisions of this policy may be modified to reflect product revisions which have been uniformly made to this product.

GRACE PERIOD. If, before a Premium Due Date, the Policyholder has not given written notice to the Insurance Company that the policy is to be canceled, a Grace Period of 31 days will be granted for the payment of each premium after the initial premium. The policy will stay in effect during that time. If any premium is not received at the home office or by an authorized agent of the Insurance Company by the end of the Grace Period, the policy will automatically be canceled at the end of the Grace Period; except that, if the Policyholder has given written notice in advance of an earlier date of cancellation, the policy will be canceled as of the earlier date. The Policyholder will be liable to the Insurance Company for any unpaid premium for the time the policy was in force.

MISCELLANEOUS PROVISIONS

EXECUTION OF POLICY. The policy is executed at the Home Office of the Insurance Company. The Post Office address of the Insurance Company is Hartford, Connecticut.

CONSIDERATION. The policy is issued to the Policyholder in consideration of the application and payment of premiums.

INSURANCE DATA. The Policyholder will give the Insurance Company all of the data that it needs to calculate the premium and all other data that it may reasonably require. Failure of the Policyholder to give this data will not void or continue an Employee's insurance. The Insurance Company has the right to examine the Policyholder's records relative to these benefits at any reasonable time while the policy is in effect. It also has this right until all rights and obligations under the policy are finally determined.

MALE PRONOUN. The male pronoun as used herein will be deemed to include the female.

PROVISIONS

ENTIRE CONTRACT. The entire contract will be made up of the policy, the application of the Policyholder, a copy of which is attached to the policy and all subsequent versions of the policy, and the applications, if any, of the Employees.

POLICY CHANGES. Changes may be made in the policy only by amendment signed by the Policyholder and by the Insurance Company acting through its President, Vice President, Secretary, or Assistant Secretary. No agent may change or waive any terms of the policy.

STATEMENTS NOT WARRANTIES. All statements made by the Policyholder or by an insured Employee will, in the absence of fraud, be deemed representations and not warranties. No statement made by the Policyholder or by the Employee to obtain insurance will be used to avoid or reduce the insurance unless it is made in writing and is signed by the Policyholder or the Employee and a copy is sent to the Policyholder, the Employee or his Beneficiary.

NOTICE OF CLAIM. Written notice of claim must be given to the Insurance Company within 30 days after the occurrence or start of the loss on which claim is based.

If notice is not given in that time, the claim will not be invalidated or reduced if it is shown that written notice was given as soon as was reasonably possible.

CLAIM FORMS. When the Insurance Company receives the notice of claim, it will give to the claimant, or to the Policyholder for the claimant, the claim forms it uses for filing proof of loss. If the claimant does not get these claim forms within 15 days after the Insurance Company receives notice of claim, he will be considered to have met the proof of loss requirements if he submits written proof of loss within 90 days after the date of loss. This proof must describe the occurrence, character and extent of the loss for which claim is made.

PROOF OF LOSS. Written proof of loss must be given to the Insurance Company within 90 days after the date of the loss for which claim is made. If written proof of loss is not given in that time, the claim will not be invalidated nor reduced if it is shown that written proof of loss was given as soon as was reasonably possible.

PHYSICAL EXAMINATION. The Insurance Company, at its own expense, will have the right to examine any person for whom claim is pending as often as it may reasonably require.

LEGAL ACTIONS. No action at law or in equity will be brought to recover on the policy until at least 60 days after proof of loss has been filed with the Insurance Company. No action will be brought at all unless brought within 3 years after the time within which proof of loss is required by the policy.

TIME LIMITATIONS. If any time limit set forth in the policy for giving notice of claim or proof of loss, or for bringing any action at law or in equity is less than that permitted by the law of the state in which the Employee lives when the policy is issued, then the time limit provided in the policy is extended to agree with the minimum permitted by the law of that state.

CERTIFICATES. The Insurance Company will issue to the Policyholder for delivery to each insured Employee an individual certificate. The Policyholder will be responsible for distributing the certificates to its Employees. The certificate will show the benefits provided under the policy. It will set forth any changes in benefits due to age and to whom benefits will be paid. Nothing in the certificate will change or void the terms of the policy.

NOTICE OF TERMINATION OF ELIGIBILITY. Written notice of the termination of eligibility of any Employee or Dependent must be given to the Insurance Company within (60) days of the loss of eligibility. If such notice is not received by the Insurance Company within (60) days of the date of loss of eligibility for an Employee or Dependent, then the Employer shall be responsible for all claims for that Employee or Dependent incurred through the (60th) day prior to the Insurance Company's receipt of notice of termination of eligibility for the Employee or Dependent.

EXHIBIT C

Victoria A. Sirica
Contractual Agreement Unit Manager
Cigna



October 7, 2015

Jenni Upenieks
Vice President of Human Resources
HMC/CAH Consolidated, Inc.
1100 Main Street, Suite 2350
Kansas City, MO 64105

Routing B2CAU
900 Cottage Grove Road
Hartford, CT 06152
Telephone 860.226.2785
Facsimile 860.730.3944
Victoria.Sirica@cigna.com

**RE: HMC/CAH Consolidated, Inc. Group Insurance Account #3338857
Premium Deferral Arrangement**

Dear Ms. Upenieks:

This letter confirms that Cigna Health and Life Insurance Company (“**CHLIC**”) agrees that beginning June 1, 2015, the Grace Period for the payment of premium (limited to the residual premium in the case of a Cash Management Program policy) with respect to your CHLIC group insurance policy/policies (the “**Policies**”) is extended from 31 to 90 days (the “**Extended Grace Period**”) from the Premium Due Date (the “**PDD**” which is the first of the each month). This extension of the Grace Period is hereafter referred to as the “**Premium Deferral Arrangement**.”

Your account expenses will reflect investment income lost to CHLIC as a result of this Premium Deferral Arrangement. Lost investment income will be calculated at the prospective rate set annually by CHLIC for investment interest debiting and crediting purposes for its group medical insurance business.

Continuation of this Premium Deferral Arrangement is conditioned upon:

- Payment of premium within the Extended Grace Period;
- Submission to us of monthly premium reports within 31 days of the PDD. (This Premium Deferral Arrangement does not defer the due date for submission of monthly premium reports.)

If you fail to pay any premium or submit any premium reports when due, we may immediately terminate this Premium Deferral Arrangement.

Either of us may terminate this Premium Deferral Arrangement as of any PDD upon 90-days prior written notice to the other. This Premium Deferral Arrangement will automatically terminate upon the cancellation of any of the Policies or if all monthly premiums are paid within the standard grace period for a period of 12 consecutive months.

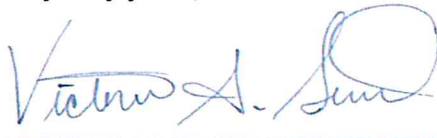
“Cigna” is a registered service mark and the “Tree of Life” logo is a service mark of Cigna Intellectual Property, Inc., licensed for use by Cigna Corporation and its operating subsidiaries. All products and services are provided by or through such operating subsidiaries and not by Cigna Corporation. Such operating subsidiaries include Connecticut General Life Insurance Company, Cigna Health and Life Insurance Company, Cigna Behavioral Health, Inc., Cigna Health Management, Inc., and HMO or service company subsidiaries of Cigna Health Corporation and Cigna Dental Health, Inc.

All outstanding premium will be due and payable immediately upon any termination of this Premium Deferral Arrangement, or of any of the Policies. In the event of non-payment of any premium with respect to the Policies when due, you shall be liable for all costs of collection, including court costs and reasonable attorneys' fees, incurred by CHLIC in enforcing its rights under the Policies and this letter agreement.


As a result this Premium Deferral Arrangement, CHLIC may not be able to provide you with complete premium payment information applicable to a particular plan year in the time period required by ERISA. Accordingly, you agree to indemnify and hold harmless CHLIC from and against any and all claims, suits, penalties or liabilities of whatever nature arising out of the any delay in providing you the Schedule A report information to you as a result of this Premium Deferral Arrangement.

Please acknowledge acceptance of the terms of this letter by signing and dating where indicated below and returning a signed copy to me at the above address. Alternatively, you may acknowledge your acceptance of the terms of this letter by doing nothing further. Unless you notify me in writing within 10 days of the date of this letter, you will be deemed to have agreed to be bound by the terms of this letter.

Very truly yours,



Victoria A. Sirica
Its Contractual Agreement Unit Manager
Duly Authorized
Cigna Health and Life Insurance Company

Accepted by: 
(Name and Title)

For: **HMC/CAH CONSOLIDATED, INC.**

This 13 day of Oct, 2015.

EXHIBIT D

AMENDMENT

POLICYHOLDER: HMC/CAH Consolidated, Inc.

POLICY NUMBER: 3338857-HSAF/HSAI, HRAF/HRAI

EFFECTIVE DATE OF THIS AMENDMENT: June 1, 2016

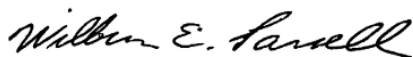
ISSUE DATE: June 8, 2016

As of the Effective Date of this Amendment, the Policy specified above is amended by the provisions shown below.
The following page attached to this Amendment is added to the policy:

POL25(1)

CIGNA HEALTH AND LIFE INSURANCE COMPANY


Anna Krishtul, Corporate Secretary



Wilbur E. Parsell, Registrar

ACCEPTED BY:

Policyholder Representative

Title

Date

THE INSURANCE SCHEDULE (Continued)

The Certificate may include Certificate Riders which are identified by Rider Numbers. These Certificate Riders are listed below.

<u>Certificate Rider Number</u>	<u>Certificate Number</u>
ACMOM16 (Annual Compliance Rider)	CN001, CN002
CR7SI001-1 (Rider for Out-of-Pocket Expenses - For Out-of-Network Charges Only, Calendar Year Deductible and Out-of-Pocket Maximum updates)	CN001
CR7SI002-1 (Rider for Out-of-Pocket Expenses - For Out-of-Network Charges Only, Calendar Year Deductible and Out-of-Pocket Maximum updates)	CN002

EXHIBIT E

AMENDMENT

POLICYHOLDER: HMC/CAH Consolidated, Inc.

POLICY NUMBER: 3338857-DPPO

EFFECTIVE DATE OF THIS AMENDMENT: June 1, 2016

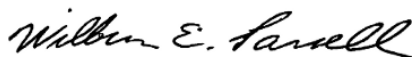
ISSUE DATE: June 8, 2016

As of the Effective Date of this Amendment, the Policy specified above is amended by the provisions shown below.
The following page attached to this Amendment is added to the policy:

POL136(1)

CIGNA HEALTH AND LIFE INSURANCE COMPANY


Anna Krishtul, Corporate Secretary



Wilbur E. Parsell, Registrar

ACCEPTED BY:

Policyholder Representative

Title

Date

THE INSURANCE SCHEDULE (Continued)

The Certificate may include Certificate Riders which are identified by Rider Numbers. These Certificate Riders are listed below.

Certificate Rider Number

Certificate Number

ACMOD16

CN003

(Annual Compliance Rider)

EXHIBIT F

AMENDMENT

POLICYHOLDER: HMC/CAH Consolidated, Inc.

POLICY NUMBER: 3338857-HRAF/HRAI, HSAF/HSAI

EFFECTIVE DATE OF THIS AMENDMENT: June 1, 2017

ISSUE DATE: June 20, 2017

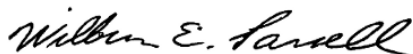
As of the Effective Date of this Amendment, the Policy specified above is amended by the provisions shown below.

The following page attached to this Amendment is added to the policy:

HP-POL25(2)

CIGNA HEALTH AND LIFE INSURANCE COMPANY


Anna Krishtul, Corporate Secretary



Wilbur E. Parsell, Registrar

ACCEPTED BY:

Policyholder Representative

Title

Date

THE INSURANCE SCHEDULE (Continued)

The Certificate may include Certificate Riders which are identified by Rider Numbers. These Certificate Riders are listed below.

Certificate Rider Number

Certificate Number

ACMOM17
(Annual Compliance Rider)

CN001, CN002

EXHIBIT G

AMENDMENT

POLICYHOLDER: HMC/CAH Consolidated, Inc.

POLICY NUMBER: 3338857-DPPO

EFFECTIVE DATE OF THIS AMENDMENT: June 1, 2017

ISSUE DATE: June 20, 2017

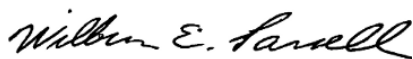
As of the Effective Date of this Amendment, the Policy specified above is amended by the provisions shown below.

The following page attached to this Amendment is added to the policy:

POL136(2)

CIGNA HEALTH AND LIFE INSURANCE COMPANY


Anna Krishtul, Corporate Secretary



Wilbur E. Parsell, Registrar

ACCEPTED BY:

Policyholder Representative

Title

Date

THE INSURANCE SCHEDULE (Continued)

The Certificate may include Certificate Riders which are identified by Rider Numbers. These Certificate Riders are listed below.

Certificate Rider Number

Certificate Number

ACMOD17
(Annual Compliance Rider)

CN003

EXHIBIT H



CIGNA
7400 W 110th Street Suite 400
Overland Park, KS 66210

RE: Termination Notification, Account # 3338857

Dear CIGNA:

Please accept this letter as official notification to terminate all plans/accounts with CIGNA.

Effective September 30, 2017, HMC/CAH Consolidated, Inc. will terminate all plans/accounts with CIGNA. Those plans/accounts include our two medical plan options, associated HSA and HRA and dental plan.

Since our plan is fully-insured, CIGNA will be responsible for all claims incurred prior to October 1, 2017. All claims incurred after October 1, 2017 can be forward to our new claim administrator, Core Administrative Services, PO Box 90, Macon, GA 31201. Their toll-free customer service phone number is 1-888-741-2673.

With this termination, HMC requests an individual Accumulator File in Excel format. The Accumulator file must include;

- Each individual member's 2017 YTD deductible
- Individual out of pocket and family accumulations.
- Each member's SSN, relationship code, name, address, gender, and DOB
- Individual and family in and out of network deductible and out of pocket maximum.
- Additionally, we will need an HSA and HRA account balance report as of 09/15/2017.

If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "MLC", is written over a horizontal line.

Mike Alexander
COO

EXHIBIT I

Kristy McDaniel
Revenue Account Specialist
Cigna Healthcare



November 16, 2017

Via Overnight Courier

7555 Goodwin Road
Chattanooga, TN 37421
Telephone 860-907-2568
kristy.mcdaniel@cigna.com

Mr. Mike Alexander, COO
HMC/CAH Consolidated, Inc.
1700 Swift Avenue Suite 200
North Kansas City, Missouri 64116

Re: Group Medical and Dental Insurance Policy between Cigna Health and Life Insurance Company ("CHLIC") and HMC/CAH Consolidated, Inc. - Client ID: 47200 Account Number: 3338857

Dear Mr. Alexander:

As you are aware, Cigna Health and Life Insurance Company ("CHLIC") provided medical and dental benefits to employees of HMC/CAH Consolidated, Inc. ("HMC/CAH") and their eligible dependants, pursuant to the Group Medical and Dental Insurance Policy Number 3338857 (the "Policy") through September 30, 2017.

"HMC/CAH" terminated the Policy effective September 30, 2017 and failed to pay premium that was owed.

An outstanding balance of \$1,340,736.25 remains due and owing to CHLIC in connection with unpaid premium which is broken out below. CHLIC hereby makes its formal demand for payment of \$1,340,736.25.

June 2017	\$2,584.46
July 2017	\$438,416.78
August 2017	\$472,109.46
September 2017	\$410,661.44
Eligibility Updates	\$16,964.11
Total Amount Due	\$1,340,736.25

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Payment should be made immediately to the CHLIC bank lockbox below:

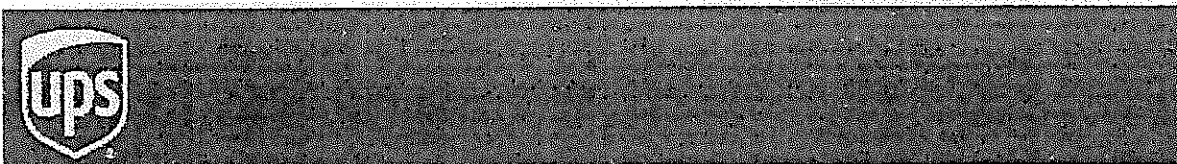
CHLIC
P O Box 644546
Pittsburgh, PA 15264-4546

If said payment is not received by CHLIC on or before the close of business on November 30, 2017 (5:00 p.m. Eastern Time), this matter will be turned over to our Legal Department. Please direct all communications on this matter to me at (860) 907- 2568.

Very truly yours,

Kristy McDaniel

Kristy McDaniel



Your package has been delivered.

Delivery Date: Friday, 12/08/2017

Delivery Time: 10:12 AM

At the request of CIGNA this notice alerts you that the status of the shipment listed below has changed.

Message from CIGNA:

HMC/CAH - Mike Alexander, COO

Shipment Detail

Tracking Number:

1ZFO52900192090110

Ship To:

Attn: Mr. Mike Alexander, COO
HMC/CAH Consolidated, Inc.
1700 SWIFT AVE
ROOM 200
KANSAS CITY, MO 64116
US

UPS Service:

UPS NEXT DAY AIR

Number of Packages:

1

Weight:

0.1 LBS

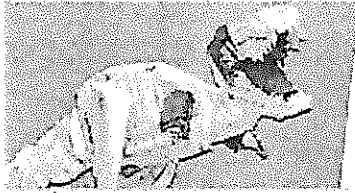
Delivery Location:

FRONT DESK

MOTT

Reference Number 1:

5198



Deal-O-Saurus says,
"Chomp down on exclusive
holiday savings!"

UPS My Choice[®]
DEALS

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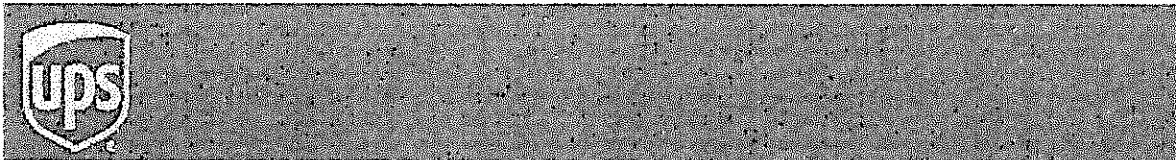
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Your package has been delivered.

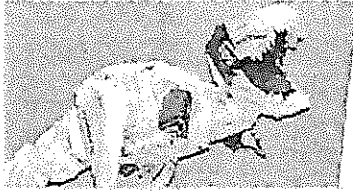
Delivery Date: Friday, 11/17/2017

Delivery Time: 10:17 AM

At the request of CIGNA HEALTHCARE this notice alerts you that the status of the shipment listed below has changed.

Shipment Detail

Tracking Number:	1Z011801101251062311 David Warren VP Client Services Core Management Resources Group
Ship To:	515 MULBERRY ST ROOM 300 MACON, GA 31201 US
UPS Service:	UPS NEXT DAY AIR
Number of Packages:	1
Shipment Type:	Letter
Delivery Location:	FRONT DESK DREW
Reference Number 1:	872C
Reference Number 2:	HMC/CAH 47200 notification



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EXHIBIT J

Romey K. Murphy
Managing Counsel, Litigation
Cigna Legal



December 7, 2017

Via Overnight Courier

Mr. Larry Arthur
Chief Executive Officer
HMC/CAH Consolidated, Inc.
1100 Main Street
Kansas City, MO 64105

900 Cottage Grove Road,
B6LPA
Hartford, CT 06152
Tel 860-226-5442
romeymurphy@cigna.com

and

Mr. Mike Alexander
Chief Operating Officer
HMC/CAH Consolidated, Inc.
1700 Swift Avenue Suite 200
North Kansas City, MO 64116

Re: Group Medical and Dental Insurance Policies No. 3338857 between
HMC/CAH Consolidated, Inc. and Cigna Health and Life Insurance Company

Dear Messrs. Arthur and Alexander:

I am legal counsel to Cigna Corporation and its subsidiaries, including Cigna Health and Life Insurance Company.

HMC/CAH Consolidated, Inc. ("HMC/CAH") and Cigna Health and Life Insurance Company ("Cigna") were parties to Group Medical and Dental Insurance Policies No. 3338857 ("Policies") in connection with HMC/CAH's medical and dental benefits plans. HMC/CAH terminated the Policies effective September 30, 2017.

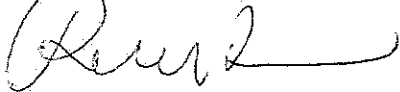
HMC/CAH currently owes Cigna \$1,340,736.25 for unpaid monthly premiums due for the period June 1, 2017 through September 30, 2017.

Cigna hereby makes its final demand for payment of \$1,340,736.25. Please send the payment directly to my attention. If full payment of the sum noted above is not received by close of business on December 15, 2017, Cigna will take all such action as may be necessary to collect this debt, including, but not limited to, commencement of legal action.

December 7, 2017
Page 2

Please direct all communications on this matter to my attention or to my colleague, Wilhelmina Bergland, who can be reached at (860) 226-5551. It is our sincere hope that payment will be remitted timely and that this matter can be quickly brought to a resolution.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Romey K. Murphy", with a long horizontal flourish extending to the right.

Romey K. Murphy

UPS CampusShip: View/Print Label

1. **Ensure there are no other shipping or tracking labels attached to your package.** Select the Print button on the print dialog box that appears. Note: If your browser does not support this function select Print from the File menu to print the label.
2. **Fold the printed label at the solid line below.** Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

3. GETTING YOUR SHIPMENT TO UPS

Customers with a Daily Pickup

Your driver will pickup your shipment(s) as usual.

Customers without a Daily Pickup

Take your package to any location of The UPS Store®, UPS Access Point™ location, UPS Drop Box, UPS Customer Center, Staples® or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

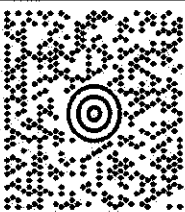


Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages. Hand the package to any UPS driver in your area.

UPS Access Point™
THE UPS STORE
41 CROSSROADS PLZ
WEST HARTFORD ,CT 06117

UPS Access Point™
WISE WIRELESS
559 ALBANY AVE
HARTFORD ,CT 06112

UPS Access Point™
THE UPS STORE
1022 BOULEVARD
WEST HARTFORD ,CT 06119

FOLD HERE

MINA BERGLAND 860 226-5551 CIGNA WILDE 900 COTTAGE GROVE RD. BLOOMFIELD CT 06002 SHIP TO: ATTN: MR. MIKE ALEXANDER, COO HMC/CAH CONSOLIDATED, INC. 1700 SWIFT AVENUE, SUITE 200 NORTH KANSAS CITY MO 64116-3834		0.1 LBS LTR 1 OF 1	
		KS 641 9-16 	
UPS NEXT DAY AIR TRACKING #: 1Z E05 290 01 9209 0110			
BILLING: P/P Cost Center: 5198		 CS 19548- WNTN050 93.0A 10/2017	

1 / 1



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[Home \(/us/en/Home.page?\)](/us/en/Home.page?) > [Tracking \(/us/en/services/tracking.page?\)](/us/en/services/tracking.page?) > Track & Tracking History

Tracking

Tracking Number

Track

[View Tracking History
\(/WebTracking/track?loc=en_US\)](/WebTracking/track?loc=en_US)

Other Trac

To see secure details (like digital signature), shippers must verify their payment account information. [Quickly access ir \(/WebTracking/tempAcctSubmit?loc=en_US\)](/WebTracking/tempAcctSubmit?loc=en_US) for just this shipment or [add this account to your profile](#) to see details fc

1ZE052900190211500

[Add Description](#)

[Alternate Tracking Number ?](#):

[1ZE052901290211507
\(/WebTracking/processAltInputRequest?
loc=en_US&req=alttrk&tracknum=1ZE052901290211507&r=169](/WebTracking/processAltInputRequest?loc=en_US&req=alttrk&tracknum=1ZE052901290211507&r=169)

Returned

[Returning to Sender ?](#)

Scheduled Delivery:

Scheduled delivery information is not available at this time. Please check back later.

[Notify me with Updates](#)

Last Location:

Kansas City, KS, United States, Monday, 12/18/2017

[Change Delivery](#)

[Correct My Address](#)

Report a Claim

▼ Shipment Progress

[What's This?](#) ?

LOCATION	DATE	LOCAL TIME	ACTIVITY
Kansas City, MO, United States	12/18/2017	1:17 P.M.	The apartment number is either missing or incorrect. Th Alternate Tracking Number ? 1ZE052901290211507(/WebTracking/processAltInpi
Kansas City, KS, United States	12/11/2017	6:00 P.M.	The apartment number is either missing or incorrect. Th
Kansas City, MO, United States	12/11/2017	10:09 A.M.	The apartment number is either missing or incorrect. Th
	12/11/2017	8:57 A.M.	Out For Delivery Today
Kansas City, KS, United States	12/11/2017	7:01 A.M.	Destination Scan
Kansas City, MO, United States	12/09/2017	9:00 A.M.	Out For Delivery Today
Kansas City, KS, United States	12/09/2017	5:02 A.M.	Destination Scan
Kansas City, MO, United States	12/08/2017	8:04 P.M.	The receiver has moved. We're attempting to obtain a n
	12/08/2017	10:15 A.M.	The receiver has moved. We're attempting to obtain a n
	12/08/2017	8:38 A.M.	Out For Delivery Today
Kansas City, KS, United States	12/08/2017	7:20 A.M.	Loaded on Delivery Vehicle
	12/08/2017	6:44 A.M.	Destination Scan
	12/08/2017	5:36 A.M.	Arrival Scan
Kansas City, MO, United States	12/08/2017	5:13 A.M.	Departure Scan
	12/08/2017	4:56 A.M.	Arrival Scan
Rockford, IL, United States	12/08/2017	3:53 A.M.	Departure Scan
Rockford, IL, United States	12/07/2017	11:17 P.M.	Arrival Scan
Windsor Locks, CT, United States	12/07/2017	9:54 P.M.	Departure Scan
	12/07/2017	9:12 P.M.	Origin Scan
	12/07/2017	6:46 P.M.	Pickup Scan
United States	12/07/2017	5:07 P.M.	Order Processed: Ready for UPS

▼ Additional Information

Reference Number(s):

5198

Case 4:18-cv-00183-MJW Document 1-10 Filed 03/08/18 Page 6 of 13

1/26/2018

Tracking: UPS

Shipment Category:

Package

Shipped/Billed On:

12/07/2017

Weight:

0.10 lb

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Your package has been delivered.

Delivery Date: Friday, 12/08/2017

Delivery Time: 10:12 AM

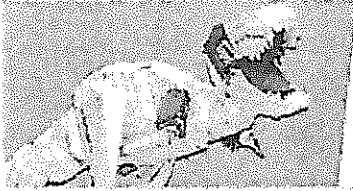
At the request of CIGNA this notice alerts you that the status of the shipment listed below has changed.

Message from CIGNA:

HMC/CAH - Mike Alexander, COO

Shipment Detail

Tracking Number:	<u>1Z6052900192090110</u>
Ship To:	Attn: Mr. Mike Alexander, COO HMC/CAH Consolidated, Inc. 1700 SWIFT AVE ROOM 200 KANSAS CITY, MO 64116 US
UPS Service:	UPS NEXT DAY AIR
Number of Packages:	1
Weight:	0.1 LBS
Delivery Location:	FRONT DESK MOTT
Reference Number 1:	5198



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2. Fold the printed label at the solid line below. Place the label in a UPS Shipping Pouch. If you do not have a pouch, affix the folded label using clear plastic shipping tape over the entire label.

3. GETTING YOUR SHIPMENT TO UPS

Customers with a Daily Pickup

Your driver will pickup your shipment(s) as usual.

Customers without a Daily Pickup

Take your package to any location of The UPS Store®, UPS Access Point(TM) location, UPS Drop Box, UPS Customer Center, Staples® or Authorized Shipping Outlet near you. Items sent via UPS Return Services(SM) (including via Ground) are also accepted at Drop Boxes. To find the location nearest you, please visit the Resources area of CampusShip and select UPS Locations.

Schedule a same day or future day Pickup to have a UPS driver pickup all your CampusShip packages. Hand the package to any UPS driver in your area.

UPS Access Point™
THE UPS STORE
41 CROSSROADS PLZ
WEST HARTFORD ,CT 06117

UPS Access Point™
WISE WIRELESS
559 ALBANY AVE
HARTFORD ,CT 06112

UPS Access Point™
THE UPS STORE
1022 BOULEVARD
WEST HARTFORD ,CT 06119

FOLD HERE

MINA BERGLAND 860 236-5551 CIGNA WILDE 900 COTTAGE GROVE RD. BLOOMFIELD CT 06002 SHIP TO: ATTN: MR. LARRY ARTHUR, CEO HMC/CAH CONSOLIDATED, INC. 1100 MAIN STREET KANSAS CITY MO 64105-2105		0.1 LBS LTR 1 OF 1	
		KS 641 9-01 	
UPS NEXT DAY AIR TRACKING #: 1Z E05 290 01 9021 1500			
BILLING: P/P Cost Center: 5198		 CS 19.5.48. WINTNVS0 93.0A 10/2017	

1 / 1



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[Home \(/us/en/Home.page?\)](/us/en/Home.page?) > [Tracking \(/us/en/services/tracking.page?\)](/us/en/services/tracking.page?) > Track & Tracking History

Tracking

Tracking Number

Track

[View Tracking History
\(/WebTracking/track?loc=en_US\)](/WebTracking/track?loc=en_US)

Other Trac

To see secure details (like digital signature), shippers must verify their payment account information. [Quickly access ir
\(/WebTracking/tempAcctSubmit?loc=en_US\)](/WebTracking/tempAcctSubmit?loc=en_US) for just this shipment or [add this account to your profile](#) to see details fc

1ZE052900190211500

[Add Description](#)

[Alternate Tracking Number ?](#):

[1ZE052901290211507
\(/WebTracking/processAltInputRequest?
loc=en_US&req=alttrk&tracknum=1ZE052901290211507&r=868:](/WebTracking/processAltInputRequest?loc=en_US&req=alttrk&tracknum=1ZE052901290211507&r=868)

Returned

[Returning to Sender ?](#)

Scheduled Delivery:

Scheduled delivery information is not available at this time. Please check back later.

[Notify me with Updates](#)

Last Location:

Kansas City, KS, United States, Monday, 12/18/2017

[Change Delivery](#)

[Correct My Address](#)

Report a Claim

▼ Shipment Progress

[What's This?](#) ⓘ

LOCATION	DATE	LOCAL TIME	ACTIVITY
Kansas City, MO, United States	12/18/2017	1:17 P.M.	The apartment number is either missing or incorrect. Try <u>Alternate Tracking Number</u> ⓘ <u>1ZE052901290211507</u> /WebTracking/processAltInp
Kansas City, KS, United States	12/11/2017	6:00 P.M.	The apartment number is either missing or incorrect. Try
Kansas City, MO, United States	12/11/2017	10:09 A.M.	The apartment number is either missing or incorrect. Try
	12/11/2017	8:57 A.M.	Out For Delivery Today
Kansas City, KS, United States	12/11/2017	7:01 A.M.	Destination Scan
Kansas City, MO, United States	12/09/2017	9:00 A.M.	Out For Delivery Today
Kansas City, KS, United States	12/09/2017	5:02 A.M.	Destination Scan
Kansas City, MO, United States	12/08/2017	8:04 P.M.	The receiver has moved. We're attempting to obtain a n
	12/08/2017	10:15 A.M.	The receiver has moved. We're attempting to obtain a n
	12/08/2017	8:38 A.M.	Out For Delivery Today
Kansas City, KS, United States	12/08/2017	7:20 A.M.	Loaded on Delivery Vehicle
	12/08/2017	6:44 A.M.	Destination Scan
	12/08/2017	5:36 A.M.	Arrival Scan
Kansas City, MO, United States	12/08/2017	5:13 A.M.	Departure Scan
	12/08/2017	4:56 A.M.	Arrival Scan
Rockford, IL, United States	12/08/2017	3:53 A.M.	Departure Scan
Rockford, IL, United States	12/07/2017	11:17 P.M.	Arrival Scan
Windsor Locks, CT, United States	12/07/2017	9:54 P.M.	Departure Scan
	12/07/2017	9:12 P.M.	Origin Scan
	12/07/2017	6:46 P.M.	Pickup Scan
United States	12/07/2017	5:07 P.M.	Order Processed: Ready for UPS

▼ Additional Information

Reference Number(s):

5198

Case 4:18-cv-00183-MJW Document 1-10 Filed 03/08/18 Page 12 of 13

1/26/2018

Tracking: UPS

Shipment Category:

Package

Shipped/Billed On:

12/07/2017

Weight:

0.10 lb

A



▶

Legal

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JS 44 (Rev 09/10)

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF MISSOURI****CIVIL COVER SHEET**

This automated JS-44 conforms generally to the manual JS-44 approved by the Judicial Conference of the United States in September 1974. The data is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. The information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is authorized for use only in the Western District of Missouri.

The completed cover sheet must be saved as a pdf document and filed as an attachment to the Complaint or Notice of Removal.

Plaintiff(s):**First Listed Plaintiff:**

Cigna Health and Life Insurance Company ;
5 Incorporated and Principal Place of Business in Another
State; Connecticut
County of Residence: Outside This District

Defendant(s):**First Listed Defendant:**

HMC/CAH Consolidated, Inc. ;
4 Incorporated or Principal Place of Business in This State;
County of Residence: Jackson County

Additional Defendants(s):

CAH Acquisition Company 6, LLC d/b/a I-70 Community
Hospital ;
5 Incorporated and Principal Place of Business in Another
State; Delaware

CAH Acquisition Company #3, LLC d/b/a Horton
Community Hospital ;
5 Incorporated and Principal Place of Business in Another
State; Delaware

CAH Acquisition Company #5, LLC d/b/a Hillsboro
Community Hospital ;
5 Incorporated and Principal Place of Business in Another
State; Delaware

CAH Acquisition Company #2, LLC d/b/a Oswego
Community Hospital ;
5 Incorporated and Principal Place of Business in Another
State; Delaware

CAH Acquisition Company 12, LLC d/b/a Fairfax
Community Hospital ;
5 Incorporated and Principal Place of Business in Another
State; Delaware

CAH Acquisition Company 16, LLC d/b/a Haskell County
Community Hospital ;
5 Incorporated and Principal Place of Business in Another
State; Delaware

CAH Acquisition Company #4, Inc. d/b/a Drumright
Regional Hospital ;
5 Incorporated and Principal Place of Business in Another
State; Oklahoma

CAH Acquisition Company 7, LLC d/b/a Prague
Community Hospital ;
5 Incorporated and Principal Place of Business in Another
State; Delaware


CAH Acquisition Company #11 LLC d/b/a Lauderdale
Community Hospital ;
5 Incorporated and Principal Place of Business in Another
State; Delaware

CAH Acquisition Company #1, LLC d/b/a Washington
County Hospital ;
5 Incorporated and Principal Place of Business in Another
State; Delaware


Rural Community Hospitals of America, LLC d/b/a RCHA;
5 Incorporated and Principal Place of Business in Another
State; West Virginia

County Where Claim For Relief Arose: Jackson County

Plaintiff's Attorney(s):

Attorney Jere D. Sellers (Cigna Health and Life Insurance
Company)
Stinson Leonard Street LLP
1201 Walnut Street, Suite 2900
Kansas City, Missouri 64106
Phone: 816-842-8600
Fax: 
Email: jere.sellers@stinson.com

Defendant's Attorney(s):

Attorney Jessica L. Pixler (Cigna Health and Life Insurance
Company)
Stinson Leonard Street
1201 Walnut Street, Suite 2900
Kansas City, Missouri 64106
Phone: 816-842-8600
Fax: 
Email: jessica.pixler@stinson.com

Basis of Jurisdiction: 4. Diversity of Citizenship

Citizenship of Principal Parties (Diversity Cases Only)

Plaintiff: 5 Incorporated and Principal Place of Business in Another State

Defendant: 4 Incorporated or Principal Place of Business in This State

Origin: 1. Original Proceeding

Nature of Suit: 190 All Other Contract Actions

Cause of Action: 28 USC, Section 1332; Breach of Contract, Unjust Enrichment

Requested in Complaint

Class Action: Not filed as a Class Action

Monetary Demand (in Thousands): 75001

Jury Demand: No

Related Cases: Is NOT a refiling of a previously dismissed action

Signature: /s/ Jessica L. Pixler

Date: 03/08/2018

If any of this information is incorrect, please close this window and go back to the Civil Cover Sheet Input form to make the correction and generate the updated JS44. Once corrected, print this form, sign and date it, and submit it with your new civil action.